

A. G. Contract No. KR94 3026TRN
ECS File No.: JPA 94-266
Project: P4494 01P
Section: Bicycle Safety

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PAYSON

THIS AGREEMENT is entered into 13 February, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE
TOWN OF PAYSON, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and authorized
the undersigned to execute this agreement on behalf of the Town.

3. The Federal Highway Administration has provided
planning and research (SPR) State administered grant funds for
various safety programs, including, but not limited to, bicycle
safety education and related applications. The State has
evaluated and approved a grant in the amount of \$700.00 for the
Town.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>19492</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/13/95</u>
<u>Gene of the State</u> Secretary of State
By <u>Vicky Craenowood</u>

II. SCOPE

1. The Town will:

a. Invoice the State for grant funds in the amount of \$700.00. Be responsible for any program costs over and above the State's grant contribution.

b. Expend grant funds in substantial conformance with the goals and objectives of the grant application provided to the State.

2. The State will:

Within thirty (30) days after receipt and approval of an invoice, pay the Town \$700.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the program is to convey federal pass through funds for the use and benefit of the Town by reason of state law under which funds for the program are authorized to be expended. Should the program not be completed, be partially completed, or be completed at a lower cost than the State's grant contribution, or for any other reason should any of these grant funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State. The Town agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. This agreement shall remain in force and effect until completion of said program and payment; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Payson
Town Manager
303 N. Beeline Hwy
Payson, AZ 85541

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

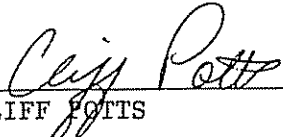
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF PAYSON

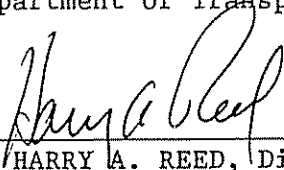
STATE OF ARIZONA

Department of Transportation

By

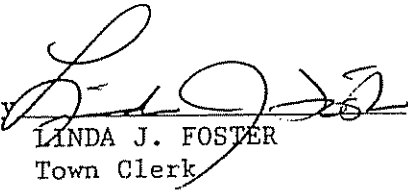

CLIFF POTTS
Mayor

By


HARRY A. REED, Director
Transportation Planning
Division

ATTEST


By


LINDA J. FOSTER
Town Clerk

RESOLUTION

BE IT RESOLVED on this 29th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into agreements with various political subdivisions and bicycle safety groups for the purpose of promoting bicycle safety and/or training.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.



LARRY S. BONINE
Director

RESOLUTION NO. 1027

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF PAYSON PROVIDING FOR A GRANT IN THE AMOUNT OF \$700.00 FOR BICYCLE SAFETY EDUCATION AND RELATED PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE SUCH AGREEMENT.

WHEREAS, The State of Arizona, acting by and through the Arizona Department of Transportation has made available to the Town of Payson a grant in the amount of \$700.00 from State administered grant funds obtained from the Federal Highway Administration for safety programs including bicycle safety education and related applications; and

WHEREAS, The Town of Payson wishes to enter into an agreement for such purposes,

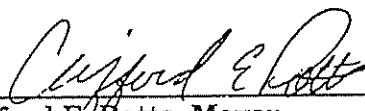
NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Intergovernmental Agreement between the State of Arizona and the Town of Payson, in substantially the form as set forth in Exhibit "A" attached hereto and made a part hereof by this reference as though set forth in full at this point, be and is hereby approved and the Town of Payson is hereby authorized to enter into said Agreement.

Section 2. That Clifford E. Potts, Mayor of the Town of Payson, be and is hereby authorized to execute said Intergovernmental Agreement between the State of Arizona and the Town of Payson, being A. G. Contract No. KR94 3026TRN.

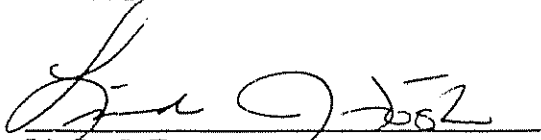
PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON this 12th day of JANUARY, 1995 by the following vote:

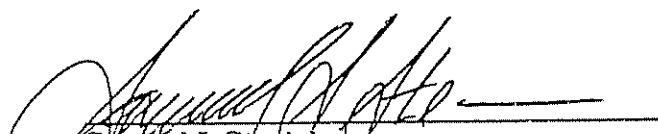
AYES 7 NOES 0 ABSTENTIONS 0 ABSENT 0


Clifford E. Potts, Mayor

ATTEST:

APPROVED AS TO FORM:


Linda J. Foster,
Town Clerk


Samuel I. Streichman,
Town Attorney

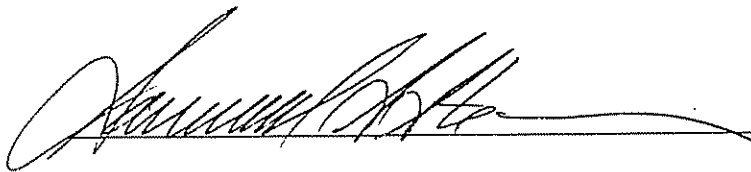
Prepared by Town Attorneys Office 010495:0015
SIS:pab

ATTORNEY APPROVAL

I have reviewed the attached agreement pursuant to A.R.S. 11-952 and declare this agreement to be in proper form and within the powers and authority granted to the Town of Payson under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said agreement.

DATED this 16th day of January, 1995.

A handwritten signature in cursive script, appearing to read "James H. H...", is written over a horizontal line.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-3026-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of February, 1995.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ggt
8661G/34